

1 BILL NO. S-90-02-13

2 SPECIAL ORDINANCE NO. S-59-90

3 AN ORDINANCE approving the awarding of  
4 Reference #1412 by the City of Fort  
5 Wayne, Indiana, by and through its  
6 Department of Purchasing and BRAYTON  
7 CHEMICALS; ALLEN COUNTY CO-OP ASS'N.,  
8 INC.; CORY ORCHARD SUPPLY CO. AND TURF  
9 SPECIALTIES CORP. for the Park  
10 Department.

11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
12 THE CITY OF FORT WAYNE, INDIANA;

13 SECTION 1. That Reference #1412 between the City of  
14 Fort Wayne, by and through its Department of Purchasing and  
15 BRAYTON CHEMICALS, ALLEN COUNTY CO-OP ASS'N., INC., CORY  
16 ORCHARD SUPPLY CO. AND TURF SPECIALTIES CORP. for the Park  
17 Department, respectfully for:

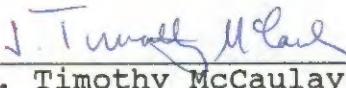
18 the purchase of chemicals and seed for  
19 golf courses and park areas during 1990  
20 for the Park Department;

21 involving a total cost of Forty-One Thousand Nine Hundred  
22 Fifty and 34/100 Dollars (\$41,950.34) - (BRAYTON CHEMICAL-  
23 \$16,373.00; ALLEN CO. CO-OP - \$12,879.89; CORY ORCHARD-  
24 \$6,813.65; TURF SPEC. - \$5,883.80), all as more  
25 particularly set forth in said Reference #1412 which is on  
26 file in the Office of the Department of Purchasing, and is  
27 by reference incorporated herein, made a part hereof, and is  
28 hereby in all things ratified, confirmed and approved.

29 SECTION 2. That this Ordinance shall be in full force  
30 and effect from and after its passage and any and all  
31 necessary approval by the Mayor.

32   
33 Councilmember

34 APPROVED AS TO FORM  
35 AND LEGALITY

36   
37 J. Timothy McCaulay, City Attorney

REF. NO.: 1412  
DEPT.: PARK DEPARTMENT  
DATE: 2/20/90  
ITEM/SERV.: CHEMICALS/SEEDS

PURCHASING INFORMATION

ADVERTISED BID: YES  
DATES ADVERTISED: 1/12/90 & 1/19/90  
OPENING DATE: 2/1/90

WRITTEN QUOTE:

DUE DATE:

VERBAL QUOTE:

SINGLE SOURCE:

NO. OF VENDORS NOTIFIED: 27

NO. OF VENDORS RECEIVING BID: 11

NO. OF VENDORS RETURNING BID: 5

NO. OF VENDORS DISQUALIFIED: 1

NO. OF VENDORS NOT RESPONDING: 22

DATE SENT TO DEPT FOR RECOMM.: 2/5/90

DATE RECOMMENDATION REC'D IN PURCH: 2/15/90

COUNCIL INFORMATION DATES SENT EXTENSION DATES

DATE INFO SENT TO LAW DEPT.: 2/20/90

INTRODUCTION DATE: 2/27/90

DISCUSSION DATE: 3/6/90

PASSAGE DATE: 3/13/90

ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT  
LAST YEAR: (IF APPLICABLE)

REFERENCE NO. 1412  
CHEMICALS/SEEDS  
PARK DEPARTMENT  
2/5/90

ITEM	QTY	TURF SPECIALTIES	BRAYTON	ALLEN CO CO-OP	CORY ORCHARD	SANDPOINT
CALA GRAN*	120	\$1.97	\$235.99	\$1.82	\$218.40	N/B
CALO CHLOR	3	\$567.00	\$1,701.00	\$537.50	\$1,612.50	N/B
DACONIL	21	\$147.00	\$3,087.00	\$147.00	\$3,087.00	\$143.00
TREXAN	6	\$130.00	\$780.00	\$138.00	\$828.00	N/B
PROSOL	2	\$144.80	\$289.60	\$144.72	\$289.44	\$152.84
AQUA GROW	30	\$22.00	\$660.00	\$25.60	\$768.00	N/B
BAYLETON	13	\$276.00	\$3,588.00	\$267.50	\$3,477.50	\$293.67
OFTANOL	60	\$54.35	\$3,261.00	\$53.20	\$3,192.00	\$57.95
TREXAN BENT	7	\$22.80	\$159.60	N/B	\$0.00	N/B
DURSEAN	2	\$110.00	\$220.00	N/B	\$0.00	\$194.20
VORLAN	2	\$248.20	\$496.40	\$230.40	\$460.80	\$246.39
CLOVER FINE	3	\$39.95	\$119.85	N/B	\$0.00	N/B
CLOVER COURSE	4	\$39.95	\$159.80	N/B	\$0.00	N/B
DUOSAN	4	\$140.00	\$560.00	\$124.20	\$496.80	\$130.44
SUBDUE	6	\$154.90	\$929.40	\$146.00	\$876.00	\$164.68
LIMIT	N/A	\$0.00	N/B	\$0.00	N/B	\$0.00
RUBIGAN	2	\$210.00	\$420.00	\$210.00	\$420.00	\$221.22
BANNER	N/A	\$194.60	\$0.00	\$194.00	\$0.00	\$202.25
DYRENE	4	\$179.00	\$716.00	\$179.25	\$717.00	\$193.00
PRAMITOL	19	\$19.99	\$379.81	\$79.35	\$1,507.65	\$94.36
PRINCEP	47	\$34.58	\$1,625.26	\$60.25	\$2,831.75	\$30.50
BALAN	15	\$18.81	\$282.15	\$14.45	\$216.75	\$14.99
MANTATE	2	\$170.00	\$340.00	\$105.60	\$211.20	\$108.53
TRIUMPH	1	\$700.00	\$700.00	\$700.00	\$700.00	\$728.15
ACCLAIM	2	\$239.00	\$478.00	\$225.00	\$450.00	\$248.47
ROUND UP	111	\$73.65	\$8,175.15	\$72.65	\$8,064.15	\$71.29
KOBAN	2	\$194.80	\$389.60	\$184.80	\$369.60	N/B
BLAZON	5	\$39.00	\$195.00	\$28.50	\$142.50	N/B
DACTHAL	N/A	\$153.15	\$0.00	N/B	\$0.00	\$177.70
PROGRESS	N/A	\$60.25	\$0.00	\$61.65	\$0.00	N/B
HCPP	N/A	\$80.60	\$0.00	\$100.50	\$0.00	\$115.33
SEVIN	4	\$19.71	\$78.84	N/B	\$0.00	N/B
SEVIMOL	12	\$98.56	\$1,182.72	\$103.75	\$1,245.00	N/B
PRESAN	7	\$32.15	\$225.05	N/B	\$0.00	N/B
BANOL	1	\$279.00	\$299.00	\$294.00	\$294.00	\$317.46
GREEN KLEEN	1	\$380.00	\$380.00	N/B	\$0.00	N/B
SPRAY AIDE	1	\$21.85	\$21.85	N/B	\$0.00	N/B
AGRI-PLEX	N/A	\$162.50	\$0.00	N/B	\$0.00	N/B
AGRI-PLEX 4X1	5	\$162.50	\$812.50	N/B	\$0.00	N/B
FUNGO 50	11	\$168.80	\$1,856.80	\$168.00	\$1,848.00	\$540.55
SURFLAN	20	\$19.09	\$381.80	\$18.00	\$360.00	\$16.30
SULPHUR	N/A	\$0.00	N/B	\$0.00	N/B	\$0.00
ANTI-FOAM	3.5	\$72.00	\$252.00	N/B	\$0.00	N/B
FERROMEC 1 GAL	10	\$6.39	\$63.90	N/B	\$0.00	\$6.23
FERROMEC 55 GAL	1	\$238.70	\$238.70	\$203.50	\$203.50	\$256.08
DEORMANT	20	\$2.90	\$58.00	N/B	\$0.00	N/B
DIAZINON	10	\$29.00	\$290.00	\$22.10	\$221.00	\$28.25
HALATHION	20	\$16.25	\$325.00	\$16.90	\$338.00	\$15.45

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\$3,780.53

\$3,369.80

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\$901.08

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\$31.13

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\$206.24

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\$179.26

\$103.12

\$261.93

\$30.00

\$31.32

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\$442.44

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\$30.00

\$224.85

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\$741.20

\$383.40

\$1,584.60

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\$1,433.50

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\$246.09

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PHALTAN	100	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B
SEVIN 7-G	1200	\$0.59	\$713.40	\$0.58	\$696.00	N/B	\$0.00	SEE ALTS	\$0.00	\$0.00	\$0.00	\$0.00
SONAR	7	\$242.00	\$1,694.00	\$262.95	\$1,840.65	N/B	\$0.00	\$240.87	\$1,686.09	\$0.00	\$0.00	\$0.00
2-4-D	250	\$10.27	\$2,567.50	\$9.55	\$2,387.50	\$9.62	\$2,405.00	\$11.41	\$2,852.50	\$0.00	\$0.00	\$0.00
PENNCROSS	50	\$7.50	\$375.00	\$7.15	\$357.50	N/B	\$0.00	\$6.90	\$345.00	\$0.00	\$0.00	\$0.00
PENWAY	N/A	\$6.00	\$0.00	\$5.50	\$0.00	N/B	\$0.00	\$6.20	\$0.00	\$0.00	\$0.00	\$0.00
PENLINKS	N/A	\$7.95	\$0.00	\$7.30	\$0.00	N/B	\$0.00	\$8.50	\$0.00	\$0.00	\$0.00	\$0.00
SWIFT	100	\$1.17	\$117.00	\$1.24	\$124.00	N/B	\$0.00	\$1.43	\$143.00	\$0.00	\$0.00	\$0.00
SHADY	200	\$1.86	\$372.00	\$1.42	\$284.00	\$1.06	\$212.00	\$2.11	\$422.00	\$0.00	\$0.00	\$0.00
NORTHROP KING	200	\$0.95	\$190.00	\$2.15	\$430.00	N/B	\$0.00	\$0.98	\$196.96	\$0.00	\$0.00	\$0.00
OVERSEEDER	300	\$1.85	\$555.00	\$2.15	\$645.00	N/B	\$0.00	\$2.15	\$645.00	\$0.00	\$0.00	\$0.00
ATHLETIC PRO	N/A	\$1.60	\$0.00	\$2.15	\$0.00	N/B	\$0.00	\$1.84	\$0.00	\$0.00	\$0.00	\$0.00
60-40 ELITE	N/A	\$2.35	\$0.00	N/B	\$0.00	N/B	\$0.00	\$1.81	\$0.00	\$0.00	\$0.00	\$0.00
20-10-20	4000	\$0.64	\$2,560.00	\$0.8	\$0.00	N/B	\$0.00	\$0.67	\$2,675.20	\$0.00	\$0.00	\$0.00

\*CHANGED TO POUNDS  
\*\* DISQUALIFIED - DID NOT FILL OUT NON-COLLUSION PROPERLY

FRONT PAGE/INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET - ROOM 350  
PHONE 219-427-1101

BID OPENING DATE 2-1-90 @ 11:00 AM BID REFERENCE # 1412

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR CHEMICALS & SEEDS FOR PARKS & GOLF COURSES PER SPECIFICATIONS FOR 1990

AND REQUESTED BY PARK DEPT

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A        100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS:       % IF PAID WITHIN        DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Turf Specialties Corp.  
STREET ADDRESS 430 W. Cook Road  
CITY Fort Wayne PHONE # 489-4360  
BY Jon J. Fullen, President  
REPRESENTATIVE SIGNATURE

## BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

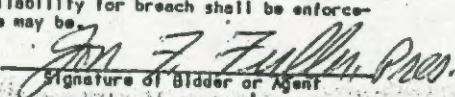
(Defined at I.C. 36-1-2-9.5)  
(Please type or print)

1. Governmental Units: City of Fort Wayne  
 2. County: Allen  
 3. Bidder (Firm): Turf Specialties Corp.  
 Address: 430 W. Cook Road  
 City/State: Fort Wayne, IN 46825  
 4. Telephone Number: 219-489-4360  
 5. Agent of Bidder (if applicable): Jon F. Fuller Pres.

Date: 1/22/90

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items. In accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.



Signature of Bidder or Agent

## BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body.  
Following is an example of the bid formats:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

## NON-COLLUSION AFFIDAVIT

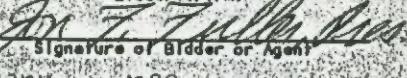
STATE OF INDIANA )  
Allen COUNTY ) SSI

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Turf Specialties Corp.

Bidder (Firm)



Signature of Bidder or Agent

Subscribed and sworn to before me this 22nd day of January, 1990.My Commission Expires: 11/15/91County of Residence: Allen


Notary Public

Nancy J. Minfer  
Notary Public Printed Name

## ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date:



**CITY OF FORT WAYNE**  
**BOARD OF PARK COMMISSIONERS**  
1990 REQUEST FOR PRICE BIDS ON GOLF COURSE  
AND PARK CHEMICALS & SEEDS

SUGGESTED QUANTITY	ITEM DESCRIPTION	PRICE/UNIT	TOTAL PRICE
3	Cala-Gran (40 lb. bag) 30 lb. bag	\$ 59.00	\$ 177.00
3	Calo-Chlor (25 lb. drum)	\$ 567.00	\$ 1701.00
21	Daconil 2787 Liquid Flowable (2 x 2 1/2 gal.)	\$ 147.00	\$ 3087.00
6	Trexsan (2 x 2 1/2 gal.)	\$ 130.00	\$ 780.00
2	Proxsol 80 SP by Tuco (12 x 2 lb.)	\$ 144.80	\$ 289.60
30	Aqua Grow (1 gal.) 6X5 gal.	\$ 110.00	\$ 660.00
13	Bayleton (4 x 2.75 lb.)	\$ 276.00	\$ 3588.00
60	Oftanol 5G (40 lb. bag)	\$ 54.35	\$ 3261.00
7	Trexsan Bent (1 gal.)	\$ 22.80	\$ 159.60
2	Dursban 2E (4 x 1 gal.)	\$ 55.00	\$ 220.00
2	Vorlan (6 x 2 lbs.)	\$ 248.20	\$ 496.40
3	Clover Lapping Compound (10 lbs.) Fine Grit	\$ 39.95	\$ 119.85
4	Clover Lapping Compound (10 lbs.) Course Grit	\$ 39.95	\$ 159.80
4	Duosan (6 x 2 lb.)	\$ 140.00	\$ 560.00
6	Subdue by CIBA-GEIGY (1 gal.)	\$ 154.90	\$ 929.40
N/A	Limit (1 gal.)	\$ -----	\$ -----
2	Rubigan (2 x 1/2 gal.)	\$ 210.00	\$ 420.00
N/A	Banner (1 gal.)	\$ 194.60	\$ -----
4	Dyrene 4 (2 x 2 1/2 gal.)	\$ 179.00	\$ 716.00
19	Pramitol 25E (5 gal.)	\$ 19.99	\$ 379.81
47	Princep 4 L (2 1/2 gal.)	\$ 34.58	\$ 1625.26
15	Balan (40 lb. bag)	\$ 18.81	\$ 282.15

2	Manzate 200 DF (8 x 6 lb.)	\$ 170.00	\$ 340.00
1	Triumph Flowable (2 X 2 1/2 gal.)	\$ 700.00	\$ 700.00
2	Acclaim (1 gal.)	\$ 239.00	\$ 478.00
111	Round-up (1 gal.)	\$ 73.65	\$ 8175.15
2	Koban 30 (6 x 2 lb.)	\$ 194.80	\$ 389.60
5	Blazon (1 gal.)	\$ 195.00	\$ 195.00
N/A	Dacthal Flowable (2 x 2 1/2 gal.)	\$ 153.15	\$ -----
N/A	Prograss (1 gal.)	\$ 60.25	\$ -----
N/A	MCPP (2 x 2 1/2 gal.) Mecomec 2.5	\$ 80.60	\$ -----
4	Sevin (1 gal.) Sevimol 2X2.5	\$ 98.56	\$ -----
12	Sevimol (2 X 2 1/2 gal.)	\$ 98.56	\$ 1182.72
7	Presan (1 gal.)	\$ 32.15	\$ 225.05
1	Banol (6 x 1 qt.)	\$ 299.00	\$ 299.00
1	Green Kleen - Triple kit	\$ 380.00	\$ 380.00
1	Spray Aide (1 gal.)	\$ 21.85	\$ 21.85
N/A	Agri-Plex	\$ 162.50	\$ -----
5	Agri-Plex (4 x 1 gal.) Fresh 2X2.5	\$ 162.50	\$ 812.50
11	Fungo 50 (6 x 2 lb.)	\$ 168.80	\$ 1856.80
20	Surflan (or Trelan) (1 qt.) Surflan	\$ 19.09	\$ 381.80
N/A	Sulphur Flowable (2 x 2 1/2 gal.)	\$ NB	\$ NB
3 1/2	Anti-Foam by Kalo (12 x 1 qt.) 12X1 pt.	\$ 72.00	\$ -----
	Alt. Royalgard Defoamer 12X1 pt.	\$ 52.00	Full cases only
10	Ferromec (1 gal.)	\$ 6.39	\$ 63.90
1	Ferromec (55 gal. drum)	\$ 4.34	\$ 238.70
20	Deormant - oil scalecide (1 gal.)	\$ 14.50	\$ 58.00
10	Diazinon AG500 (1 gal.) Miller AG500	\$ 29.00	\$ 290.00
20	Malathion 5E (1 gal.)	\$ 16.25	\$ 325.00
100	Phaltan Folpet (1 lb.)	\$ NB	\$ -----

1200	Sevin 7-G Granular (1 lb.) 60-20# bags	\$ 11.89	\$ 713.40
7	Sonar A.S. Aquatic Herbicide (1 qt.)	\$ 242.00	\$ 1694.00
250	2-4-D 4lbs active ingrediant (1 gal.) 55 gal drum	\$ 10.27/gal	\$
50 lbs	Penncross Bent Grass Seed	\$ 7.50	\$ 375.00
N/A	Pennway Bent Grass Seed	\$ 6.00 lb.	\$ -----
N/A	Pennlinks Bent Grass Seed	\$ 7.95 lb.	\$ -----
100 lbs	Swift & Sure Grass Seed	\$ 1.17/ lb.	\$ 117.00
200 lbs	Shady Turf Grass Seed	\$ 1.86 lb.	\$ 372.00
200 lbs	Northrop King 60-40 Grass Seed or equivalent NK Dandy, Delray, Goalie w/Apron	\$ .95	\$ 190.00
300 lbs	Overseeder II Grass Seed by Northrop King or equivalent	\$ 1.85	\$ 555.00
N/A	Athletic Pro II Grass Seed	\$ 1.60 lb.	\$ -----
N/A	60-40 Elite Bluegrass NK Premium Sod	\$ 2.35 lb.	\$ -----
4000 lbs	20-10-20 Water Saluable Peat Lite Special Plant Marvel 20-10-20 25# bag	\$ 16.00	\$ 2560.00
	TOTAL	\$	\$

Delivery Time after receipt of order: 14 days

FOB: Delivered

If your company has bid an alternate of the chemicals specified, please enclose the description and product information for each item below:

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Royalgard Defoamer 12X1 pt. 52.00 case

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Bid or  
Proposal  
Bond

# Ohio Farmers Insurance Co.

Westfield Companies  
Westfield Center, Ohio 44251

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Turf Specialties Corporation  
430 West Cook Road, Fort Wayne, Indiana 46825,  
as Principal, and the OHIO FARMERS INSURANCE COMPANY, an Ohio corporation, with Principal  
Office at Westfield Center, Ohio, as Surety, are held and firmly bound unto  
City of Fort Wayne,

.....  
as Obligee, in the penal sum of Five Percent (5%) of Maximum Bid DOLLARS,  
lawful money of the United States of America, for the payment of which, well and truly to be made, we  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

SIGNED this 1st day of February 1990.

WHEREAS the said Principal is herewith submitting proposal for Chemicals,

.....  
.....  
.....  
.....

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said  
Principal shall execute a contract and give bond for the faithful performance thereof, if required, within  
..... days after being notified in writing of the award of such contract to Principal, or if the  
Principal or Surety shall pay the Obligee the sum, not exceeding the penalty hereof, by which the  
amount of the contract entered into in good faith covering the said proposal, properly and lawfully  
executed by and between the Obligee and some third party, may exceed the amount bid by Principal,  
then this obligation shall be void; otherwise it shall remain in full force and effect.

Turf Specialties Corporation  
Principal

By John F. Fuller, Jr.

OHIO FARMERS INSURANCE COMPANY  
By Lois J. Keller  
Lois J. Keller, Attorney-in-fact

General  
Power  
of Attorney  
CERTIFIED COPY

Power No. 5282-89

# Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint Harry A. Crawford, Ronald J. Harruff, Leonard B. Koeller, James E. Van Dyck, Harold E. Everett, Duwan F. Tagmeyer, Jeffrey C. Johnson, Connie S. Overholser, Loretta A. Spring, Suzanne Hopper, Dan M. Van Treese, Lois J. Keller, Murray S. Weber, John F. McNerney, Vicki L. Leininger, Sherry E. Timmons, jointly or severally of Fort Wayne and State of Indiana, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION (\$5,000,000.) DOLLARS.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Ohio Farmers Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957.)

"Be It Resolved, that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.)

This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

BE IT RESOLVED, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President  
and its corporate seal to be hereto affixed this 30th March 89  
A.D. 19

{ Corporate Seal Affixed }



OHIO FARMERS INSURANCE COMPANY

By ..... John Adornetto

Vice President

State of Ohio  
County of Medina } ss.  
30th March

89

John Adornetto

Vice President

On this ..... day of ..... A.D., 19 ..... before me personally came ..... John Adornetto  
to me known, who, being by me duly sworn, did depose and say, that he resides in ..... Homerville ..... ; that he is ..... Vice President  
of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

{ Notarial Seal Affixed }



State of Ohio  
County of Medina } ss.  
I, ..... David S. Smith, Jr. ...., Assistant Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above  
and foregoing is a true and correct copy of a power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the  
resolutions of the Board of Directors, set out in the power of Attorney are in full force and effect.

CERTIFICATE

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this ..... 1st... day of  
February ..... A.D., 19 ..... 90

David S. Smith, Jr., Assistant Secretary



FRONT PAGE/INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET - ROOM 350  
PHONE 219-427-1101

BID OPENING DATE 2-1-90 @ 11:00 AM BID REFERENCE # 1412

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR CHEMICALS & SEEDS FOR PARKS & GOLF COURSES PER SPECIFICATIONS FOR 1990

AND REQUESTED BY PARK DEPT

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A        100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS:       % IF PAID WITHIN        DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Brayton Chemicals div. Wilbur-Ellis Co.

STREET ADDRESS 1952 W. Market St.

CITY Nappanee, IN 46550 PHONE # 219-773-7781 800-955-2401

BY Louise Tiller  
REPRESENTATIVE SIGNATURE

2	Manzate 200 DF (8 x 6 lb.)	\$ <u>105.60/cs</u>	\$ <u>211.20</u>
1	Triumph Flowable (2 X 2 1/2 gal.)	\$ <u>700.00/cs</u>	\$ <u>700.00</u>
2	Acclaim (1 gal.)	\$ <u>225.00/ga</u>	\$ <u>450.00</u>
111	Round-up (1 gal.)	\$ <u>72.65/ga</u>	\$ <u>8064.15</u>
2	Koban 30 (6 x 2 lb.)	\$ <u>184.80/cs</u>	\$ <u>369.60</u>
5	-Biazon (1 gal.) Turf Mark	\$ <u>28.50/ga</u>	\$ <u>142.50</u>
N/A	Dacthal Flowable (2 x 2 1/2 gal.)	\$ <u>No bid</u>	\$ _____
N/A	Prograss (1 gal.)	\$ <u>61.65/ga</u>	\$ <u>61.65</u>
N/A	MCPP (2 x 2 1/2 gal.)	\$ <u>100.50/cs</u>	\$ <u>100.50</u>
4	Sevin (1 gal.)	\$ <u>No bid</u>	\$ _____
12	Sevimol (2 X 2 1/2 gal.)	\$ <u>103.75/cs</u>	\$ <u>1245.00</u>
7	Presan (1 gal.)	\$ <u>No bid</u>	\$ _____
1	Banol (6 x 1 qt.)	\$ <u>294.00/cs</u>	\$ <u>294.00</u>
1	Green Kleen - Triple kit	\$ <u>No bid</u>	\$ _____
1	Spray Aide (1 gal.)	\$ <u>No bid</u>	\$ _____
N/A	Agri-Plex	\$ <u>No bid</u>	\$ _____
5	Agri-Plex (4 x 1 gal.) Fresh	\$ <u>No bid</u>	\$ _____
11	Fungo 50 (6 x 2 lb.)	\$ <u>168.00/cs</u>	\$ <u>1848.00</u>
20	Surflan (or Trelan) (1 qt.)	\$ <u>18.00/qt</u>	\$ <u>360.00</u>
N/A	Sulphur Flowable (2 x 2 1/2 gal.)	\$ <u>No bid</u>	\$ _____
3 1/2	Anti-Foam by Kalo (12 x 1 qt.)	\$ <u>No bid</u>	\$ _____
10	Ferromec (1 gal.)	\$ <u>No bid</u>	\$ _____
1	Ferromec (55 gal. drum)	\$ <u>203.50/drum</u>	\$ <u>203.50</u>
20	Deormant - oil scalecide (1 gal.)	\$ <u>No bid</u>	\$ _____
10	Diazinon AG500 (1 gal.)	\$ <u>22.10/ga</u>	\$ <u>221.00</u>
20	Malathion 5E (1 gal.)	\$ <u>16.90/ga</u>	\$ <u>338.00</u>
100	Phaltan Folpet (1 lb.)	\$ <u>No bid</u>	\$ _____

1200	5-G Sevin W-G Granular (50 lb.)	\$ .58/lb	\$ 696.00
7	Sonar A.S. Aquatic Herbicide (1 qt.)	\$ 262.95/qt	\$ 1840.65
250	2-4-D 4lbs active ingrediant (1 gal.)	\$ 9.55/ga	\$ 2387.50
50 lbs	Penncross Bent Grass Seed	\$ 7.15/lb	\$ 357.50
N/A	Pennway Bent Grass Seed	\$ 5.50/lb	\$ _____
N/A	Pennlinks Bent Grass Seed	\$ 7.30/lb	\$ _____
100 lbs	Swift & Sure Grass Seed	\$ 1.24/lb	\$ 124.00
200 lbs	Shady Turf Grass Seed	\$ 1.42/lb	\$ 284.00
200 lbs	Northrop King 60-40 Grass Seed or equivalent	\$ 2.15/lb	\$ 430.00
300 lbs	Overseeder II Grass Seed by Northrop King or equivalent	\$ 2.15/lb	\$ 645.00
N/A	Athletic Pro II Grass Seed	\$ 2.15/lb	\$ _____
N/A	60-40 Elite Bluegrass	\$ No bid	\$ _____
4000 lbs	20-10-20 Water Saluable Peat Lite Special	\$ No bid	\$ _____
	TOTAL	\$ _____	\$ 42512.74

Delivery Time after receipt of order: 21 days

FOB:Freight prepaid

If your company has bid an alternate of the chemicals specified, please enclose the description and product information for each item below:

Substituting Brayton Turf Renewal for Swift & Sure

Substituting Brayton Shade Premium for Shady Turf

Substituting Brayton Coach's Formula for NK 60-40

Substituting Brayton Coach's Formula for Overseeder II

Substituting Brayton Coach's Formula for Athletic Pro II

## CROWN SERIES

### TURF RENEWAL FORMULA

	15%	Sophia Kentucky Bluegrass
	15%	Cynthia Kentucky Bluegrass
30%	10%	Brenda Perennial Ryegrass
	10%	Mondial Perennial Ryegrass
	10%	Ranger Perennial Ryegrass
30%	20%	Ruby Creeping Fescue
	20%	Atlanta Chewings Fescue

With today's concern for environmental conservation, the interseeding or renovation of old or damaged turf makes sense. By introducing modern-day grasses, it is possible to redevelop the vigor and beauty of an older turf area. An improved interseeded or renovated turf offers superior erosion control, better air and water purification potential, as well as an increased pride of ownership of the property.

Thirty percent improved perennial ryegrass cultivars assure rapid, trouble-free establishment along with textural qualities to blend with the other grasses. Vigorous, high-quality Kentucky bluegrass cultivars will soon fill in open spaces to develop a fine-quality turf. Advanced creeping red fescue and chewings fescue cultivars are included to handle compacted sites, shady locations, and other stress-related problems plus weed control.

This formulation is primarily for customers who specialize in the renovation and reseeding markets. Fast establishment will assure fulfillment of contracts.

Seeding rate: Renovation      100-15 lbs. per acre.

Interseeding      60-100 lbs. per acre.

(Note: 30% perennial ryegrass)

CITY OF FORT WAYNE  
 BOARD OF PARK COMMISSIONERS  
1990 REQUEST FOR PRICE BIDS ON GOLF COURSE  
AND PARK CHEMICALS & SEEDS

SUGGESTED QUANTITY	ITEM DESCRIPTION	PRICE/UNIT	TOTAL PRICE
3	30 lb. bag Cala-Gran ( <del>40</del> lb. bag)	\$ 54.60/bag	\$ 163.80
3	Calo-Chlor (25 lb. drum)	\$ 537.50/drum	\$ 1612.50
21	Daconil 2787 Liquid Flowable (2 x 2 1/2 gal.)	\$ 147.00/cs	\$ 3087.00
6	Trexsan (2 x 2 1/2 gal.)	\$ 138.00/cs	\$ 828.00
2	Proxsol 80 SP by Tuco (12 x 2 lb.)	\$ 144.72/cs	\$ 289.44
30	Aqua Grow (1 gal.)	\$ 25.60/ga	\$ 768.00
13	Bayleton (4 x 2.75 lb.)	\$ 267.50/cs	\$ 3477.50
60	Oftanol 5G (40 lb. bag)	\$ 53.20/bag	\$ 3192.00
7	Trexsan Bent (1 gal.)	\$ No bid	\$
2	Dursban 2E (4 x 1 gal.)	\$ No bid	\$
2	Vorlan (6 x 2 lbs.)	\$ 230.40/cs	\$ 460.80
3	Clover Lapping Compound (10 lbs.) Fine Grit	\$ No bid	\$
4	Clover Lapping Compound (10 lbs.) Course Grit	\$ No bid	\$
4	Duosan (6 x 2 lb.)	\$ 124.20/cs	\$ 496.80
6	Subdue by CIBA-GEIGY (1 gal.)	\$ 146.00/ga	\$ 876.00
N/A	Limit (1 gal.)	\$ No bid	\$
2	Rubigan (2 x 1/2 gal.)	\$ 210.00/case	\$ 420.00
N/A	Banner (1 gal.)	\$ 194.00/ga	\$ 194.00
4	Dyrene 4 (2 x 2 1/2 gal.)	\$ 179.25/cs	\$ 717.00
19	Pramitol 25E (5 gal.)	\$ 79.35/5 ga	\$ 1507.65
47	Princep 4 L (2 1/2 gal.)	\$ 60.25/2½ ga	\$ 2831.75
15	Balan (40 lb. bag)	\$ 14.45/bag	\$ 216.75

## CROWN SERIES

### SHADE PREMIUM FORMULA

	15%	Asset Kentucky Bluegrass
	15%	Glade Kentucky Bluegrass
30%		
	10%	Nova or Mondial Perennial Ryegrass
	10%	
	20%	Ruby Creeping Fescue
	20%	Scarlet Chewings Fescue
	20%	Silvana Hard Fescue
	60%	

This formula has been developed for use where shade keeps turf under stress. Properly managed, it will provide green cover as long as there is a sprinkling of light penetrating the tree canopy.

Creeping red fescue, chewings fescue, and hard fescue are the backbone of this formulation. The varieties selected are noted for their ability to withstand the stress of shade conditions. Creeping red fescue provides transition from shade to sun. Hard fescue does especially well where tree roots are near the surface and where moisture and fertility are limited. These Kentucky bluegrasses offer resistance to the primary shade induced diseases. Ten percent improved perennial ryegrass is included to aid establishment and provide extra cultivars are establishing.

Use beneath trees and on the north side of buildings. Can be grown in the sun if desired.

Seeding rate: Interseeding

1.25-1.75 lbs. per  
1,000 sq. ft.

New and renovated turf

2.5-3.0 lbs. per  
1,000 sq. ft.

## CROWN SERIES

### COACH'S FORMULA FOR SPORTS AND ATHLETIC FIELDS

20%	Sophia Kentucky Bluegrass
20%	Asset Kentucky Bluegrass
20%	Cynthia Kentucky Bluegrass
60%	
20%	Brenda Perennial Ryegrass
20%	Mondial Perennial Ryegrass
40%	

Compaction and divots plague all turf managers. One of the best ways to maintain a safe and attractive turf is to maintain a consistent turf cultivation and interseeding program. This formulation has been developed with the turf superintendents' requirements in mind. These grasses will establish fast on both new and interseeded turf areas. The grasses selected will not divot easily and will take considerable wear and tear. Tough, fine-textured perennial ryegrass is the base for traffic tolerance and establishment speed. Premium Kentucky bluegrass cultivars are used to provide density to the turf and to reduce bodily contact with the soil surface.

Recommended for new construction, interseeding athletic fields while in play, and for renovation after the season. Use on football, soccer, baseball, general use sports fields, and golf course fairways. Also suggested for high traffic areas around shopping centers, picnic areas, and parks.

Seeding rate: New construction      120-150 lbs. per acre or  
    2.75-3.5 lbs.  
    per 1,000 sq. ft.

Interseeding      1-3 lbs. per 1,000 sq. ft.

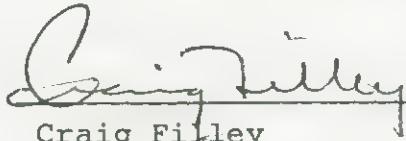
Hand interseed divots by mixing with sand or other carrier.

(Note: 40% ryegrass)

TO WHOM IT MAY CONCERN:

RE: BID 1412, 2/01/90, 11:00 a.m.

PLEASE BE ADVISED THAT THE EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PROGRAM IS BEING COMPLETED BY OUR COMPLIANCE OFFER AT OUR CORPORATE OFFICE AND WILL BE SENT TO YOU UNDER SEPARATE COVER OF THIS BID.

  
\_\_\_\_\_  
Craig Filley

1952 W. MARKET STREET 2745 CATHLINETTE ROAD 161 STANFORD PARKWAY 4958 N. 901 EAST	• NAPPANEE, IN 46550 • VINCENNES, IN 47591 • FINDLAY, OH 45840 • BROWNBURG, IN 46112	• 800/552-2402 • 800/821-5955 • 800/248-0151 • 800/533-7390
--	---	--

## BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)  
(Please type or print)

1. Governmental Unit: Parks & Golf Date: Jan. 26, 1990  
 2. County: Allen Co.  
 3. Bidder (Firm): Brayton Chem. div. Wilbur-Ellis Co.  
 Address: 1952 W. Market St.  
 City/State: Nappanee, IN 46550  
 4. Telephone Number: 219-773-7781 (800-955-2401)  
 5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

*Brayton*  
Signature of Bidder or Agent

## BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body.  
Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
SEE ATTACHED LISTING					

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
Elkhart ) SSI  
COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Brayton Chemicals div. Wilbur-Ellis  
Bidder (Firm)

*Brayton*  
Signature of Bidder or Agent

Subscribed and sworn to before me this 26th day of January, 1990.

My Commission Expires: 3-01-91  
County of Residence: Marshall

*Joan M. Bremer*

Notary Public  
Joan M. Bremer  
Notary Public Printed Name

## ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FRONT PAGE/INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET - ROOM 350  
PHONE 219-427-1101

BID OPENING DATE 2-1-90 @ 11:00 AM BID REFERENCE # 1412

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR CHEMICALS & SEEDS FOR PARKS & GOLF COURSES PER SPECIFICATIONS FOR 1990

AND REQUESTED BY PARK DEPT

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A        100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: N/A % IF PAID WITHIN N/A DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME ALLEN COUNTY CO-OP ASS'N, INC.

STREET ADDRESS 440 Mourey Street

CITY NEW HAVEN, IN 46774 PHONE # 219-749-5139

BY James M. McKinley Trust  
REPRESENTATIVE SIGNATURE

CITY OF FORT WAYNE  
 BOARD OF PARK COMMISSIONERS  
1990 REQUEST FOR PRICE BIDS ON GOLF COURSE  
AND PARK CHEMICALS & SEEDS

SUGGESTED QUANTITY	ITEM DESCRIPTION	PRICE/UNIT	TOTAL PRICE
3	Cala-Gran (40 lb. bag)	\$ N/B	\$ N/B
3	Calo-Chlor (25 lb. drum)	\$ N/B	\$ N/B
21	Daconil 2787 Liquid Flowable (2 x 2 1/2 gal.)	\$ 143.00/cs	\$ 3003.00
6	Trexsan (2 x 2 1/2 gal.)	\$ N/B	\$ N/B
2	Proxsol 80 SP by Tuco (12 x 2 lb.)	\$ 152.84/cs	\$ 305.68
30	Aqua Grow (1 gal.)	\$ N/B	\$ n/B
13	Bayleton (4 x 2.75 lb.)	\$ 293.67/cs	\$ 3817.71
60	Oftanol 5G (40 lb. bag)	\$ 57.95/Bag	\$ 3477.00
7	Trexsan Bent (1 gal.)	\$ N/B	\$ N/B
2	Dursban 2E (4 x 1 gal.)	\$ 48.55/gal	\$ 388.40
2	Vorlan (6 x 2 lbs.)	\$ 246.39/cs	\$ 492.78
3	Clover Lapping Compound (10 lbs.) Fine Grit	\$ N/B	\$ N/B
4	Clover Lapping Compound (10 lbs.) Course Grit	\$ N/B	\$ N/B
4	Duosan (6 x 2 lb.) <i>SUBSTITUTE 4X3CB</i>	\$ 130.44/cs	\$ 521.76
6	Subdue by CIBA-GEIGY. (1 gal.)	\$ 164.68/gal	\$ 988.08
N/A	Limit (1 gal.)	\$ N/B	\$ N/B
2	Rubigan (2 x 1/2 gal.)	\$ 221.22/cs	\$ 442.44
N/A	Banner (1 gal.)	\$ 202.05/gal	\$ --
4	Dyrene 4 (2 x 2 1/2 gal.)	\$ 193.00	\$ 772.00
19	Pramitol 25E (5 gal.)	\$ 94.36	\$ 1792.84
47	Princep 4 L (2 1/2 gal.)	\$ 30.50	\$ 1433.50
15	Balan (40 lb. bag)	\$ 14.99	\$ 224.85

2	Manzate 200 DF (8 x 6 lb.)	\$ 108.53	\$ 217.06
1	Triumph Flowable (2 X 2 1/2 gal.)	\$ 728.15	\$ 728.15
2	Acclaim (1 gal.)	\$ 248.47/gal	\$ 496.94
111	Round-up (1 gal.)	\$ 71.29	\$ 7913.19
2	Koban 30 (6 x 2 lb.)	\$ N/B	\$ N/B
5	Blazon (1 gal.)	\$ N/B	\$ N/B
N/A	Dacthal Flowable (2 x 2 1/2 gal.)	\$ 177.70/cs	\$ --
N/A	Prograss (1 gal.)	\$ N/B	\$ N/B
N/A	MCPP (2 x 2 1/2 gal.)	\$ 115.33/cs	\$ --
4	Sevin (1 gal.)	\$ N/B	\$ N/B
12	Sevimol (2 X 2 1/2 gal.)	\$ N/B	\$ N/B
7	Presan (1 gal.)	\$ N/B	\$ N/B
1	Banol (6 x 1 qt.)	\$ 317.46/cs	\$ 317.46
1	Green Kleen - Triple kit	\$ N/B	\$ N/B
1	Spray Aide (1 gal.)	\$ N/B	\$ N/B
N/A	Agri-Plex	\$ N/B	\$ N/B
5	Agri-Plex (4 x 1 gal.) Fresh	\$ N/B	\$ N/B
11	Fungo 50 (6 x 2 lb.)	\$ 540.55/cs	\$ 5946.05
20	Surflan (or Trelan) (1 qt.)	\$ 16.30/qt	\$ 326.00
N/A	Sulphur Flowable (2 x 2 1/2 gal.)	\$ N/B	\$ N/B
3 1/2	Anti-Foam by Kalo (12 x 1 qt.)	\$ N/B	\$ N/B
10	Ferromec (1 gal.)	\$ 6.23/gal	\$ 62.30
1	Ferromec (55 gal. drum)	\$ 256.08/55gal	\$ 256.08
20	Deormant - oil scalecide (1 gal.)	\$ N/B	\$ N/B
10	Diazinon AG500 (1 gal.)	\$ 28.25/gal	\$ 282.50
20	Malathion 5E (1 gal.)	\$ 15.45/gal	\$ 309.00
100	Phaltan Folpet (1 lb.)	\$ N/B	\$ N/B

1200	Sevin 7-G Granular (1 lb.)	\$ <u>n/B</u>	\$ <u>N/B</u>
7	Sonar A.S. Aquatic Herbicide (1 qt.)	\$ <u>N/B</u>	\$ <u>N/B</u>
250	2-4-D 4lbs active ingrediant (1 gal.)	\$ <u>9.62</u>	\$ <u>2405.00</u>
50 lbs	Penncross Bent Grass Seed	\$ <u>N/B</u>	\$ <u>N/B</u>
N/A	Pennway Bent Grass Seed	\$ <u>N/B</u>	\$ <u>N/B</u>
N/A	Pennlinks Bent Grass Seed	\$ <u>N/B</u>	\$ <u>N/B</u>
100 lbs	Swift & Sure Grass Seed	\$ <u>N/B</u>	\$ <u>N/B</u>
200 lbs	Shady Turf Grass Seed	\$ <u>1.06/lb</u>	\$ <u>212.00</u>
200 lbs	Northrop King 60-40 Grass Seed or equivalent	\$ <u>N/B</u>	\$ <u>N/B</u>
300 lbs	Overseeder II Grass Seed by Northrop King or equivalent	\$ <u>N/B</u>	\$ <u>N/B</u>
N/A	Athletic Pro II Grass Seed	\$ <u>N/B</u>	\$ <u>N/B</u>
N/A	60-40 Elite Bluegrass	\$ <u>N/B</u>	\$ <u>N/B</u>
4000 lbs	20-10-20 Water Saluable Peat Lite Special	\$ <u>N/B</u>	\$ <u>N/B</u>
<b>TOTAL</b>		\$ <u></u>	\$ <u>87,131.77</u>

Delivery Time after receipt of order: As soon as possible

**FOB:** Fort Wayne, IN

If your company has bid an alternate of the chemicals specified, please enclose the description and product information for each item below:

## BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)  
(Please type or print)

1. Governmental Unit: City of Fort Wayne  
 2. County: Allen  
 3. Bidder (Firm): Allen County Co-op Ass'n Inc  
 Address: 440 Mourey St  
 City/State: New Haven, In 46774  
 4. Telephone Number: 219 749-5139  
 5. Agent of Bidder (If applicable): N/A

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

*Jamie M. McKinley Treas.*  
Signature of Bidder or Agent

## BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body.  
Following is an example of the bid formats:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
Chemical & Seeds for Parks & Golf Courses			See attached proposal Sheets 1,2, & 3		

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
    ) SSI:  
COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

ALLEN COUNTY CO-OP ASS'N, INC

Bidder (Firm)

*Jamie M. McKinley Treas.*  
Signature of Bidder or Agent

Subscribed and sworn to before me this 1st day of July, 1990.  
My Commission Expires: 4/13/93  
County of Residence: Allen

*Phyllis Lampe*  
Notary Public

*Phyllis Lampe*  
Notary Public Printed Name

## ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OVER →

# UNITED STATES FIDELITY AND GUARANTY COMPANY



## BID BOND

BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS:

THAT Allen County Cooperative Association, Inc.

of New Haven, Indiana

, as Principal , and UNITED STATES FIDELITY AND  
GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto.....

The City of Ft. Wayne Board of Park Commissioners

as Obligee, in the full and just sum of--One Thousand Eight Hundred Fifty-Six Dollars and 58/100  
Cents-----(\$1,856.58)----- Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal to furnish the golf course and park  
with chemicals and seeds for the calender year of 1990.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the  
time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of  
the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between  
the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work  
if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered..... February 1, 1990  
(Date)

Allen County  
Cooperative Association, Inc. ....(SEAL)

  
James M. McKinley .....(SEAL)  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
Bonita A. Freed .....(SEAL)  
Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. .... 94661 .....

*Know all Men by these Presents:*

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint William G. Willard, III, F. Allen Distler, Ralph E. Gough, Richard P. Small, Michael E. Burns, Stephen G. Pritchard, Bonita A. Freed and John E. Sullivan

of the City of Indianapolis , State of Indiana  
its true and lawful attorney & in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~XXXXXX~~ anyone of the said William G. Willard, III and the said F. Allen Distler and the said Ralph E. Gough and the said Richard P. Small and the said Michael E. Burns and the said Stephen G. Pritchard and the said Bonita A. Freed and the said John E. Sullivan

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 22nd day of July, A. D. 1983

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By..... A. Nord Bjorke  
Vice-President.

(SEAL) Robert G. Bruce

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Indiana }  
COUNTY OR CITY OF Marion } ss:  
Before me, a Notary Public, personally came Bonita A. Freed

known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 1st day of February, 1990.

Charlotte Ann Bray

Notary Public.

My Commission expires CHARLOTTE ANN BRAY

Jud. 876 (9-87) My commission expires March 17, 1990

I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 22nd day of July, A. D. 1983

(SEAL)

(Signed)

Saundra E. Banks

Clerk of the Circuit Court for Baltimore City.

FRONT PAGE/INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET - ROOM 350  
PHONE 219-427-1101

BID OPENING DATE 2-1-90 @ 11:00 AM BID REFERENCE # 1412

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR CHEMICALS & SEEDS FOR PARKS & GOLF COURSES PER SPECIFICATIONS FOR 1990

AND REQUESTED BY PARK DEPT

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A        100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: / % IF PAID WITHIN 20 DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME CORY ORCHARD Supply Co.

STREET ADDRESS 425 S. SENATE AVE

CITY INDIANAPOLIS 46225 PHONE # 317-634-7963

BY Thomas J. Vondesera  
REPRESENTATIVE SIGNATURE

## BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)  
(Please type or print)

1. Governmental Unit: CITY OF FT. WAYNE  
 2. County: ALLEN  
 3. Bidder (Firm): CORY ORCHARD SUPPLY CO.  
 Address: 425 S. SENATE AVE.  
 City/State: INDIANAPOLIS, IN 46225  
 4. Telephone Number: 317-634-7963  
 5. Agent of Bidder (If applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FT. WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

*Thomas J. Vondersaar*  
Signature of Bidder or Agent  
THOMAS J. VONDERSAAR

## BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body.  
Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
SEE ATTACHED					

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
MARION ) SS:  
COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

*CORY ORCHARD SUPPLY CO.*

Bidder (Firm)

*Thomas J. Vondersaar*  
Signature of Bidder or Agent

*Bethune A. Shear*  
Notary Public

KATHLEEN A. SHANK  
Notary Public Printed Name

## ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF FORT WAYNE  
 BOARD OF PARK COMMISSIONERS  
1990 REQUEST FOR PRICE BIDS ON GOLF COURSE  
AND PARK CHEMICALS & SEEDS

SUGGESTED QUANTITY	ITEM DESCRIPTION	PRICE/UNIT	TOTAL PRICE
3	Cala-Gran (40 lb. bag)	\$ 62.15/30#	\$ 186.45
3	Calo-Chlor (25 lb. drum)	\$ 616.92/25#	\$ 1,850.76
21	Daconil 2787 Liquid Flowable (2 x 2 1/2 gal.)	\$ 147.00/case	\$ 3,087.00
6	Trexsan (2 x 2 1/2 gal.)	\$ SEE ALTERNATE \$ #1	
2	Proxsol 80 SP by Tuco (12 x 2 lb.)	\$ 144.72/case	\$ 289.44
30	Aqua Grow (1 gal.)	\$ 23.10/gal	\$ 693.00
13	Bayleton (4 x 2.75 lb.)	\$ 290.81/case	\$ 3,780.53
60	Oftanol 5G (40 lb. bag)	\$ 55.83/40# bag	\$ 3,349.80
7	Trexsan Bent (1 gal.)	\$ SEE ALTERNATE \$ #2	
2	Dursban 2E (4 x 1 gal.)	\$ 168.48/case	\$ 336.96
2	Vorlan (6 x 2 lbs.)	\$ 225.60/case	\$ 451.20
3	Clover Lapping Compound (10 lbs.) Fine Grit	\$ NO BID	\$
4	Clover Lapping Compound (10 lbs.) Course Grit	\$ NO BID	\$
4	Duosan (6 x 2 lb.)	\$ 136.96/case	\$ 547.84
6	Subdue by CIBA-GEIGY (1 gal.)	\$ 150.18/gal	\$ 901.08
N/A	Limit (1 gal.) NOT AVAILABLE	\$ NO BID	\$
2	Rubigan (2 x 1/2 gal.)	\$ 209.00/case	\$ 418.00
N/A	Banner (1 gal.)	\$ 215.93/gal	\$ 215.93
4	Dyrene 4 (2 x 2 1/2 gal.)	\$ 179.26/case	\$ 717.00
19	Pramitol 25E (5 gal.)	\$ 83.40/5gal	\$ 1,584.60
47	Princep 4 L (2 1/2 gal.)	\$ 31.13/2.5 gal	\$ 1,463.11
15	Balan (40 lb. bag)	\$ 19.84/40 # bag	\$ 297.60

2	Manzate 200 DF (8 x 6 lb.)	\$ 103.12/case	\$ 206.24
1	Triumph Flowable (2 X 2 1/2 gal.)	\$ 741.20/case	\$ 741.20
2	Acclaim (1 gal.)	\$ 246.09 /CASE	\$ 492.18
111	Round-up (1 gal.)	\$ 78.26/gal	\$ 8,686.86
2	Koban 30 (6 x 2 lb.)	\$ SEE ALTERNATE\$#3	
5	Blazon (1 gal.)	\$ 89.13/2.5 gal	\$ 178.26
N/A	Dacthal Flowable (2 x 2 1/2 gal.)	\$ 165.92/case 60.27/gal	\$ 165.92 60.27
N/A	Prograss (1 gal.)	\$	\$
N/A	MCPP (2 x 2 1/2 gal.)	\$ 117.40/case	\$ 117.40
4	Sevin (1 gal.)	\$ SEE ALTERNATE\$#4	
12	Sevimol (2 X 2 1/2 gal.)	\$ 111.58/case	\$ 1,338.96
7	Presan (1 gal.)	\$ SEE ALTERNATE\$ #5	
1	Banol (6 x 1 qt.)	\$ 47.83/qt	\$ 286.98
1	Green Kleen - Triple kit	\$ NO BID	\$
1	Spray Aide (1 gal.)	\$ 20.90/gal	\$ 20.90
N/A	Agri-Plex	\$ NO BID	\$
5	Agri-Plex (4 x 1 gal.) Fresh	\$ NO BID	\$
11	Fungo 50 (6 x 2 lb.)	\$ SEE ALTERNATE\$ #6 16.51/qt	\$ 330.20
20	Surflan (or Trelan) (1 qt.)	\$	\$
N/A	Sulphur Flowable (2 x 2 1/2 gal.)	\$ 25.47/2.5gal	\$ 25.47
3 1/2	Anti-Foam by Kalo (12 x 1 qt.)	\$ SEE ALTERNATE\$ #7	
10	Ferromec (1 gal.)	\$ 17.83/2.5 gal	\$ 71.32
1	Ferromec (55 gal. drum)	\$ 233.20/55gal	\$ 233.20
20	Deormant - oil scalecide (1 gal.)	\$ 14.86/2.5 gal	\$ 118.88
10	Diazinon AG500 (1 gal.)	\$ 27.45/qal	\$ 274.50
20	Malathion 5E (1 gal.)	\$ 15.26/gal	\$ 305.20
100	Phaltan Folpet (1 lb.)	\$ NOT AVAIL.	\$ NO BID

1200	Sevin 7-G Granular (1 lb.)	\$ SEE ALTERNATE \$ #8
7	Sonar A.S. Aquatic Herbicide (1 qt.)	\$ 240.8770# \$ 1,686.09
250	2-4-D 4lbs active ingrediant (1 gal.)	\$ 11.41/gal \$ 2,852.50
50 lbs	Penncross Bent Grass Seed	\$ 6.9/lb \$ 345.00
N/A	Pennway Bent Grass Seed sold by 25lb bag only	\$ 6.20/lb \$
N/A	Pennlinks Bent Grass Seed sold by 25 lb bag only	\$ 8.50/lb \$
100 lbs	Swift & Sure Grass Seed	\$ 71.50/50# \$ 422.00
200 lbs	Shady Turf Grass Seed	\$ 105.50/50# \$ 422.00
200 lbs	Northrop King 60-40 Grass Seed or equivalent	\$ 49.24/50# \$ 196.96
300 lbs	Overseeder II Grass Seed by Northrop King or equivalent	\$ 107.50/50# \$ 645.00
N/A	Athletic Pro II Grass Seed	\$ 92.00/50# \$ 92.50
N/A	60-40 Elite Bluegrass	\$ 90.50/50# \$ 90.50
4000 lbs	20-10-20 Water Saluable Peat Lite Special	\$ 16.72/25# \$ 2,675.20
	TOTAL	\$ _____ \$ _____

Delivery Time after receipt of order: 3 weeks or sooner after acceptance

FOB: Destination , Fort Wayne

If your company has bid an alternate of the chemicals specified, please enclose the description and product information for each item below:

Alt#	Description	Price/unit	Total Price
Alt # 1 :	6 cases Trimec Classic (2x2.5 gal)	\$ 82.03 /case	\$ 492.18
Alt # 2 :	7 gal Trimec Bentgrass (1gal)	\$ 20.76/gal	\$ 145.32
Alt # 3 :	2 cases Terrazole 35wp (6x2#)	\$ 194.40/case	\$ 388.80
Alt # 4 :	1 case Sevin SL (2x2.5 gal)	\$ 91.00/case	\$ 91.00
Alt # 5 :	3 each Bensulmec (2.5 gal)	\$ 70.83/2.5gal	\$ 212.49
Alt # 6 :	66 Bags Thompson M ( <del>2# bag</del> 2# bag)	\$ 21.30/bag	\$ 1,405.80
Alt # 7 :	3.5 cases Miller's Foam Fighter (12x1qt)	\$ 6.65/qt	\$ 279.30
Alt # 8 :	24 bags Sevin 5G (50# bag)	\$ 25.50/bag	\$ 612.00



FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, CORY ORCHARD SUPPLY COMPANY, A DIVISION OF CHEMI TROL CHEMICAL COMPANY as Principal, hereinafter called the Principal, and THE AMERICAN INSURANCE COMPANY

a corporation duly organized under the laws of the State of NEW JERSEY as Surety, hereinafter called the Surety, are held and firmly bound unto

DEPARTMENT OF PURCHASING, CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA

as Obligee, hereinafter called the Obligee, in the sum of

FIVE PERCENT OF ACCOMPANYING BID

Dollars (\$

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

PROVIDING CHEMICALS AND SEEDS FOR PARKS AND GOLF COURSES, BID REF. #1412

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

1ST

day of

FEBRUARY

A.D. 1990

*John Roesser*  
(Witness)

CORY ORCHARD SUPPLY COMPANY, A DIVISION  
OF CHEMI TROL CHEMICAL COMPANY

(Principal)

(Seal)

BY:

*John Roesser*  
(Title)

*Terry L. Bahad*  
(Witness)

THE AMERICAN INSURANCE COMPANY

(Surety)

(Seal)

BY: *Nick J. Rutigliano*  
NICK J. RUTIGLIANO

Attorney in fact

GENERAL  
POWER OF  
ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its principal office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----NICK J. RUTIGLIANO-----

INDIANAPOLIS, IN

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VIII, *Appointment and Authority Assistant secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.*

Section 30, *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31, *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation.

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President.

and its corporate seal to be hereunto affixed this 29th day of April 19 85.



THE AMERICAN INSURANCE COMPANY

By \_\_\_\_\_

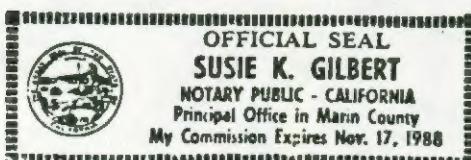
Richard Williams  
Vice-President

STATE OF CALIFORNIA  
COUNTY OF MARIN

} ss.

On this 29th day of April, 19 85, before me personally came Richard Williams, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



CERTIFICATE

STATE OF CALIFORNIA  
COUNTY OF MARIN

} ss.

Susie K. Gilbert  
Notary Public

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 1ST day of FEBRUARY, 1990.



Jerette E. Amstutz  
Resident Assistant Secretary

Read the first time in full and on motion by Henry,  
seconded by \_\_\_\_\_, and duly adopted, read the second time by  
title and referred to the Committee on Finance (and the  
City Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Conference Room 128, City-County Building,  
Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day  
of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.S.T.

DATED: 2-27-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,  
seconded by Alfred, and duly adopted, placed on its  
passage. PASSED LOSED by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>9</u>			
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 3-13-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
*Deputy*

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. J-59-90  
on the 13th day of March, 1990.

ATTEST

SEAL

Sandra E. Kennedy, CITY CLERK  
*Deputy*

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 14th day of March, 1990,  
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
*Deputy*

Approved and signed by me this 23d day of March,  
1990, at the hour of 5:00 o'clock P.M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

S-90-02-13

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1412 for chemicals and seed for golf courses and park areas for the Park Department for 1990. The costs reflect the lowest and most responsive of five (5) vendors.

EFFECT OF PASSAGE: Chemicals to maintain turf and greens on McMillen, Foster and Shoaff Golf Courses and Park areas.

EFFECT OF NON-PASSAGE: Quality of golf courses turf and greens and park areas cannot be maintained to acceptable standards and loss of revenue will be incurred.

MONIES INVOLVED:	Brayton Chem.	\$16,373.00
	Turf Spec.	\$5,883.80
	Cory Orchard	\$6,813.65
	Allen Co. Co-op	\$12,879.89

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING:	Park Dept	121-121-R211-4245
		121-121-R212-4245
		121-121-R213-4245
		121-121-P280-4245
		121-121-P230-4245
		121-121-P260-4245

PRIOR APPROVAL:  
(IF APPLICABLE)

DATE:

BILL NO. S-90-02-13

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN  
DONALD J. SCHMIDT, VICE CHAIRMAN  
BRADBURY, BURNS, GIAQUINTA

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving the awarding  
of Reference #1412 by the City of Fort Wayne, Indiana, by and  
through its Department of Purchasing and BRAYTON CHEMICALS:  
ALLEN COUNTY CO-OP ASS'N., INC.; CORY ORCHARD SUPPLY CO. AND  
TURF SPECIALTIES CORP. for the Park Department

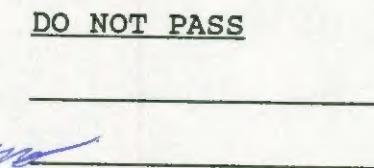
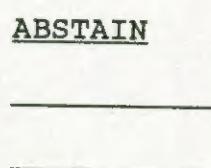
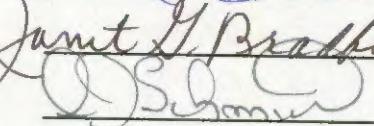
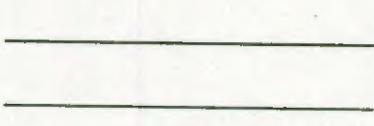
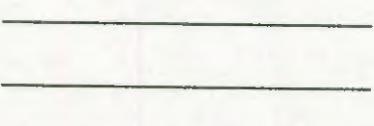
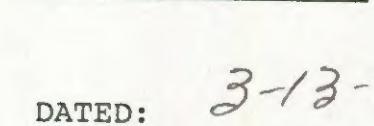
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (RESOLUTION)

DO PASS

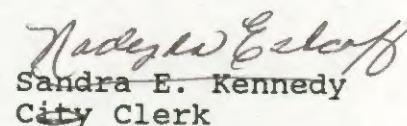
DO NOT PASS

ABSTAIN

NO REC

DATED: 3-13-90.

  
Sandra E. Kennedy  
City Clerk  
Realty